

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 <b>of</b> 57
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-06-R-0171		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2006AUG10	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-L ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** \_\_\_\_\_ **until** 04:00pm **(hour) local time** 2006SEP12 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> KELLY HANSEL <b>E-mail address:</b> KELLY.HANSEL@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-5843
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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>		<b>17. Signature</b>
			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
SCD	PAS	ADP PT	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  _____ /SIGNED/ (Signature of Contracting Officer)	<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.246-4536 LOCAL	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005
(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.			
(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:			
<a href="http://www.savi.com/downloads/JMBL/index.html">http://www.savi.com/downloads/JMBL/index.html</a>			
(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SFSJM-CTA, 309-782-5206.			
(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.			

(End of narrative)

(AS7003)

A-2	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.			
(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (**).			
(c) You can view or obtain a copy of all clauses and provisions on the Internet at: <a href="http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm">http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm</a> . Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.			

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

ITEM: M27 Fin Assy  
NSN: 1310-01-050-8894  
PART NUMBER: 11751196

1. This solicitation is issued under the following terms and conditions:

- a. Small Business Set-Aside
- b. The following Best value criteria will be used to evaluate proposals:
  - (1) Technical Approach
  - (2) Past Performance
  - (3) Price

(Note: Technical Approach is moderately more important than Past Performance, which are each significantly more important than Price. All non-price factors when combined are significantly more important than Price.)

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- c. The offeror shall fabricate and deliver the M27 Fins using the mandatory documents listed in Section See C.
- d. Transportation shall be FOB Origin unless otherwise specifically stated in Section B of the solicitation/ contract.
- e. First Article Test is REQUIRED for the M27 Fin Assembly.
- f. In accordance with clause L-1, Instructions to Offerors- Competitive Acquisitions, the Government plans to award without discussions.
2. See Section B for all information regarding Items, Quantities, and Delivery Terms.
3. Pricing templates for CLINS are provided in lieu of Section B price lines. Quantities illustrated in out year CLINS are UNFUNDED ESTIMATES ONLY provided for planning purposes only. Offerors SHALL insert unit prices for CLIN on the appropriate pricing templates ONLY. DO NOT use Section B price lines. Offerors entries in Section B for CLINS will not be evaluated. Please see pricing matrix attachment 012.
4. The offeror must propose prices for ALL CLINS. Award will be ALL or NONE.
5. A pre Award Survey may be conducted.
6. In accordance with FAR 15-404-1- (g) the Government reserves the right to reject any offer if it is determined that the offer is materially unbalanced.

\*\*\* END OF NARRATIVE A 001 \*\*\*

[illegible]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AZ	<u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD 001 W52P1J5252A712 Y00000 M 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 20,000 0270  002 20,000 0300  003 20,000 0330  004 20,000 0360  005 15,181 0390  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.  CDRLS 1423  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin			\$ ** NSP **	\$ ** NSP **
0002	OPTION YEAR ONE  SECURITY CLASS: Unclassified			\$	\$
Courier (WIDISREGARD THE PRICING LINE ABOVE.	All proposed unit pricing will be done on the Pricing Matrix which is attachment 12 the solicitation.				
(End of narrative A001)	PROGRAM YEAR: 1				
<u>Packaging and Marking</u>					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD 001  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
	<u>OPTION YEAR TWO</u>  SECURITY CLASS: Unclassified			\$ _____	\$ _____
Courier (W/DISREGARD THE PRICING LINE ABOVE. All proposed unit pricing will be done on the Pricing Matrix which is attachment 12 the solicitation.					
0004	  (End of narrative A001)  PROGRAM YEAR: 2  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD 001  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
	<u>OPTION YEAR THREE</u>			\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				



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**Name of Offeror or Contractor:**

Please fill in the pricing template (attachment 012).

\*\*\* END OF NARRATIVE B 001 \*\*\*

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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

Courier (W1 (a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

(b) The following drawing(s) and specifications are applicable to this procurement.  
MIL-STD-2250 in Note 1 of Dwg. No. 11751196 has been cancelled. The following requirements (from the cancelled military specification/standard) applies to Dwg. NO/ 11751196:

1. Untoleranced drawing dimensions:  
Unless otherwise specified in the drawing or detailed specification, the tolerances for untoleranced drawing dimensions except basic and references dimensions, shall be +/- 1/64 inch when give in fractions, +/- 0.010 inch when given in decimals, and +/- 30 minutes when expressed in degrees. The tolerance for untoleranced metric drawing dimensions, except basic and reference dimensions, shall be +/- 0.25 millimeter.

2. Dimensions for protectively treated surfaces:  
  
Unless otherwise specified in the drawing or detailed specification, when plating or other surface treatment (e.g. anodizing or bonderizing is prescribed, the dimensional requirements and tolerances shall apply after plating or surface treatment.

Unless otherwise specified in the drawing or detailed specification, when painting or application of painting preparative coating (e.g. phosphating or other prime coating) is prescribed, the dimensional requirements and tolerances shall apply before application of the paint or preparative coating.

3. Intersection of surfaces:  
All intersections of surfaces shall be free of burrs, slivers or feather edges. Unless otherwise specified, intersections of surfaces shall be as follows:  
-Filleets= .01 inch radius, maximum (max.)  
-Corners= .02 inch radius, max. or .02 inch max. by 45 deg. Chamfer.

-A-A-208A in Note 18 of Dwg. No. 11751196 should read A-A-208.(CS6100)

C-2	52.246-4535 LOCAL	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING	NOV/2005
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Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures  
  
(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

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(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

- Approval? (YES/NO)
- Supervisor Name
- Supervisor E-Mail
- Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

- Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
- Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
- Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
- Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link: <http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the

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specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(g) Report of Contractor Ballistic Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

(3) The LATR tab on the WARP opening page provides access to the upload process.

(4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

(5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

C-3	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	LOCAL		

(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

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(End of clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997
(a) Packaging shall be in accordance with 9287835 revision E, dated 19 June 1992 .			
(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.			
(c) Marking shall be in accordance with 9287835, revision E, dated 19 June 1992. 2-D Bar Code Marking is required on the fiberboard package and the Palletized load in accordance with MIL-STD-129, revision P, with change notice 2, dated 10 Feb 2004			
EXCEPTION: HEAT TREAT WOOD QUALITY MARKING:			
All non-manufactured wood used in the palletized load shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes.			
The pallet manufacturer and the manufacturer of wood to build filler assemblies and spacer/support gate assemblies for the palletized load, shall be affiliated with an inspection agency accredited by the American Lumber Standards Committee.			
The pallet manufacturer and the manufacturer of wood used to build filler assemblies and spacer/support gate assemblies for the palletized load shall ensure traceability to the original source of heat treatment. Each pallet, filler assembly, and spacer/support gate assembly, shall be marked to show the conformance to the International			
Plant Protection Convention Standard. Pallets, filler assemblies and spacer/support assemblies made of non-manufactured wood shall be heat treated and marked appropriately. The quality mark for the pallet shall be placed on two opposite end			
posts. The quality mark for the filler assemblies and spacer/support assemblies shall be placed on two opposite sides. Foreign manufacturers shall have the heat treatment of non-			
manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.			

(End of clause)

(DS6303)

D-2	52.247-4521 LOCAL	UNITIZATION/PALLETIZATION	MAR/1988
(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.			
(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment			

(End of clause)

(DS7203)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

(a) The first article shall consist of:

Items and quantities cited in MIL-F-48580 (AR) w/ Amend 1, 16 Apr. 1993.

TDP11751196, Rev. G, and other associated documents which shall be examined and tested in accordance with contract requirements, the item specifications, Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

(b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

(d) The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

(e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to Drom QAR to the Joint Munitions Command, SFSJM-CDA and the Marine Corps Programs Division, 700 Ammunition Road, Fallbrook, CA 92028-3187.

(f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and

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notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-4	52.246-4550	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
	LOCAL		

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- ( ) ISO 9002
- ( ) ISO 9001-2000; only design/development exclusions permitted
- (X ) ISO 9001-2000; no exclusions permitted

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5	52.245-4545	MIL-STD-1916	OCT/2000
	LOCAL		

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-6	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAR/2006
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Part I General Statistical Process Control Requirements

(a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

(b) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_



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- (c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.
- (d) A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Part II of this clause. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.
- (e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.
- (f) Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.
- (g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.
- (h) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing if any one of the following conditions exist:
- (1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.
  - (2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.
  - (3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).
- (i) The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:
- (1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.
  - (2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.
- (j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

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(k) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (g) above.

(l) Not used.

(m) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

(n) The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

**Part II Detailed requirements pertaining to plan submittal**

In accordance with DI-MGMT-80004 and Part I of this clause, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

**1.0 General Management Plan**

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

**1.1 Policy/Scope:**

Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

**1.2 Applicable Document:**

List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

**1.3 SPC Management Structure:**

Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.) Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.)

**1.4 SPC Training:**

Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

**1.5 Manufacturing Controls:**

Identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied. Repeatability and accuracy of gages should be addressed.

**1.6 Determination of SPC Use:**

Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis; analysis of characteristics with tight tolerances, etc.)

**1.7 Process Stability and Capability:**

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as a result of each process capability study. Describe the contractor's methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable Data. Process capability (Cp) shall be determined. Process performance index shall be greater than or

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equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

(2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk=1.33).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal. (Cpk less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

**1.8 Control Chart Policy:**

a. Type of charts to be used (i.e.,  $\bar{x}$  bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

b. Procedures for establishing and updating control limits, including frequency of adjustments.

c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

**1.9 Vendor/Subcontractor Purchase Controls:**

Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often; what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

**1.10 SPC Audit System:**

At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

**1.11 SPC Records:**

Identify various records to be used in support of SPC and describe their use. Identify retention periods.

**2.0 Detailed Plan:**

This section shall detail specific manufacturing process/operation parameters under control.

**2.1 Control of Process/Operation Parameters or Characteristics:**

a. Identify the following for each process/operation by name or characteristic under control:

(1) Identify process/operation by name or characteristic and provide rationale for selection; justification for non-selection if the parameter or characteristic is identified as critical, special and/or major.

(2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

(3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

**2.2 Reduction or Elimination of Inspection/Test:** The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

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(End of clause)

(ES7034)

E-7            52.246-4528            REWORK AND REPAIR OF NONCONFORMING MATERIAL            MAY/1994  
LOCAL

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-8            52.246.4531            ACCEPTANCE INSPECTION EQUIPMENT            MAY/1994  
LOCAL

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

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(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-9	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	LOCAL		

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-10	52.246-4552	CRITICAL CHARACTERISTICS	FEB/2004
	LOCAL		

(a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

(b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

(c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

(d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

(e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance

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that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.

The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.
- (f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:
  - (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
  - (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.
  - (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
  - (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
  - (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
  - (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
  - (g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
    - (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
    - (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
    - (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
    - (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.
    - (h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.
    - (i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

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(End of clause)

(ES7500)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.247-29	F.O.B. ORIGIN	FEB/2006
F-2	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-3	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-4	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-5	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

\*\*\*

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror. Transportation evaluation if delivery scheduled exceeds 15,000 lbs per month and if deemed necessary by Contract Specialist and/or PCO.

(End of clause)

(FF8005)

F-6	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,

Other (specify) \_\_\_\_\_

(ii) Shipping Configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_

(iii) Size of container: \_\_\_\_\_ (length), \_\_\_\_\_ x \_\_\_\_\_ (width), \_\_\_\_\_ x \_\_\_\_\_ (height), \_\_\_\_\_ Cubic Ft;

(iv) Number of items per container: \_\_\_\_\_ Each;

(v) Gross Weight of container and contents \_\_\_\_\_ Lbs;

(vi) Palletized/skidded -1- Yes -2- No,



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0171 <b>MOD/AMD</b>	<b>Page 25 of 57</b>
<b>Name of Offeror or Contractor:</b>		

(vii) Number of containers per pallet/skid \_\_\_\_\_ ;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube ; \_\_\_\_\_

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_\*

Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*

Size of trailer \_\_\_\_\_Ft

Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_ ;

(ii) Tender/Tariff \_\_\_\_\_ ;

(iii) Item \_\_\_\_\_ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

F-7	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR	MAR/2004
	LOCAL	SHIPMENTS	

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

F-8	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	LOCAL		

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

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- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.
- (End of clause)

(FS7240)

- |     |             |  |          |
|-----|-------------|--|----------|
| F-9 | 52.247-4552 | SPECIAL TRANSPORT/LOADING REQUIREMENTS (NON-HAZARDOUS) | FEB/1996 |
|     | LOCAL       |  |          |
- (a) In addition to the requirements set forth under General Provision, "Loading, Blocking and Bracing of Freight car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, as applicable. The Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made or the Association of American Railroads, 1920 L Street, Washington, D.C. 20036. General information applicable to rail loading, blocking and bracing of the item may be secured from the Contracting Officer or the Defense Contract Management Agency (DCMA).
- (b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P Street, Washington, D.C. 20036. General information applicable to motor loading, blocking and bracing of this item may be secured from the Contracting Officer or the DCMA.
- (c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with AAR Circular No. 43: copies may be obtained from addresses given in para (a) above. "General information applicable to blocking and bracing for TOFC shipments may be obtained from the Contracting Officer or the DCMA.
- (d) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.
- (End of clause)

(FS7052)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
H-1 52.242-4506 LOCAL	PROGRESS PAYMENT LIMITATION - INCURRED COSTS	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

(End of clause)

(HS6002)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-15	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-17	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-18	52.222-3	CONVICT LABOR	JUN/2003
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-26	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-27	52.225-1	BUY AMERICAN ACT-SUPPLIES	JUN/2003
I-28	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-29	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-30	52.232-1	PAYMENTS	APR/1984
I-31	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-32	52.232-11	EXTRAS	APR/1984
I-33	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-34	52.232-25	PROMPT PAYMENT	OCT/2003
I-35	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-36	52.233-1	DISPUTES	JUL/2002
I-37	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-38	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-39	52.242-13	BANKRUPTCY	JUL/1995
I-40	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-41	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-42	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-43	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-44	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-45	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-46	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-47	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-48	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-49	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-50	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998

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I-51	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-52	252.219-7011 DFARS	NOTIFICATION TO DELAY PERFORMANCE	JUN/1998
I-53	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-54	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-55	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-56	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-57	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-58	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-59	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-60	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-61	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-62	52.248-1	VALUE ENGINEERING	FEB/2000

\*\*\*

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-63	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
(a) This solicitation includes an evaluated option (See Section M).			

(b) The Government reserves the right to increase the quantity of item(s) by a quantity of up to and including but not exceeding the largest quantity included in the pricing matrix (Attachment 12) with this solicitation as an evaluated option at the prices quoted in the matrix for the ranges identified in the matrix.

(c) If the Contractor does not quote a price for the ranges identified in the pricing matrix, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

(d) The Contracting Officer may exercise the evaluated option at any time prior to the last month of shipment by giving written notice to the Contractor.

(e) Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

(f) Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

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(g) Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option

(F.O.B. Origin)

\$ See Template- Attachment 012

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of clause)

(IF6080)

I-64

52.243-7

NOTIFICATION OF CHANGES

APR/1984

(a) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(b) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

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I-65                      52.246-17                      WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE                      JUN/2003

\*\*\*

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that the warranty period of 1095 days after acceptance and or 120 days after discovery of defects.

\*\*\*

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 30 days of occurrence.

\*\*\*

(End of clause)

(IF6070)

I-66                      52.209-3                      FIRST ARTICLE APPROVAL - CONTRACTOR TESTING                      SEP/1989

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked "FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

\*\*\*

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)

(IF7018)

I-67                      52.215-19                      NOTIFICATION OF OWNERSHIP CHANGES                      OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

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**Name of Offeror or Contractor:**

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

(IF7338)

I-68 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-69 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005  
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:



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<b>Name of Offeror or Contractor:</b>		

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-70	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
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(a) Definitions. As used in this clause-

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W52P1J-06-R-0171      <b>MOD/AMD</b></p>	<p><b>Page 34 of 57</b></p>
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**Name of Offeror or Contractor:**

States.

- (8) United States means the 50 states, the District of Columbia, and outlying areas.
- (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.
- (c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act\'beBalance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractors option, a domestic end product.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
- (End of clause)

(IA7732)

I-71      252.243-7002      REQUESTS FOR EQUITABLE ADJUSTMENT      MAR/1998

DFARS

- \*\*\*
- (b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_

(Official's Name)

\_\_\_\_\_

(Title)

- \*\*\*
- (End of clause)

(IA7035)

I-72      52.201-4500      AUTHORITY OF GOVERNMENT REPRESENTATIVE      FEB/1993

LOCAL

- The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.
- (End of clause)

(IS7025)

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<b>Name of Offeror or Contractor:</b>		

\*\*\* END OF NARRATIVE I 001 \*\*\*

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST			
Attachment 001	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENT LIST (CDRL)			
Attachment 002	INSTRUCTION FOR COMPLETING DD FORM 1423			
Attachment 003	DOCUMENT SUMMARY LIST			
Attachment 004	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP			
Attachment 005	LIST OF ADDRESSES FOR THE SERVICES			
Attachment 006	DATA DELIVERY DESCRIPTION- REQUEST FOR DEVIATION (RFD)			
Attachment 007	DATA DELIVERY DESCRIPTION- NOTICE OF REVISION (NOR)			
Attachment 008	DATA DELIVERY DESCRIPTION- ENGINEERING CHANGE PROPOSAL (ECP)			
Attachment 009	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEMS			
Attachment 010	DISCLOSURE OF LOBBYING ACTIVITIES			
Attachment 011	IOC FORM 715-4 LISTING OF GOVERNMENT PROPERTY TO BE USED			
Attachment 012	PRICING MATRIX			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0171 <b>MOD/AMD</b>	<b>Page 37 of 57</b>
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>  
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	MAY/2004
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993			
(2) The small business size standard is 1,500.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b) Representations.			
(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.			
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.			
(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.			
(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.			
(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.			
(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-			
(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and			
(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.			
(c) Definitions. As used in this provision-			
"Service-disabled veteran-owned small business concern"-			

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**Name of Offeror or Contractor:**

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

K-3                      52.203-2                      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION                      APR/1985

(a) The offeror certifies that-

(

1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; , or

(iii) The methods or factors used to calculate the prices offered.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-06-R-0171      <b>MOD/AMD</b></p>	<p align="center"><b>Page 39 of 57</b></p>
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**Name of Offeror or Contractor:**

(

2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(

1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(

2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

(KF7005)

K-4                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;

Name of Offeror or Contractor:

o Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(f) Common parent.

o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

o Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

(KF7043)

K-5 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES

MAY/2004

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves



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**Name of Offeror or Contractor:**

the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KF7003)

K-6	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF7033)

K-7	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name of Offeror or Contractor:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
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(End of provision)

(KF7035)

K-8	52.219-21	SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM	MAY/1999
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[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.] No. of Employees Avg. Annual Gross Revenues

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less         |
| <input type="checkbox"/> 51 - 100    | <input type="checkbox"/> \$1,000,001 - \$2 million   |
| <input type="checkbox"/> 101 - 250   | <input type="checkbox"/> \$2,000,001 - \$3.5 million |
| <input type="checkbox"/> 251 - 500   | <input type="checkbox"/> \$3,500,001 - \$5 million   |
| <input type="checkbox"/> 501 - 750   | <input type="checkbox"/> \$5,000,001 - \$10 million  |
| <input type="checkbox"/> 751 - 1,000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million           |

(End of provision)

(KF7050)

K-9	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-10	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it

( ) has developed and has on file,

( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0171 <b>MOD/AMD</b>	<b>Page 43 of 57</b>
<b>Name of Offeror or Contractor:</b>		

(b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-11                    52.225-4                    BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE                    JAN/2004

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "end product of Australia, Canada, Chile, Mexico, or Singapore," "foreign end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

(KF7052)

K-12                    252.225-7000                    BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE                    JUN/2005

DFARS

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

Name of Offeror or Contractor:

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
(3) The following end products are other foreign end products:	
Line Item Number	Country of Origin (If known)
(End of provision)	
(KA7702)	

K-13	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
DFARS			

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-2	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-3	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-4	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-5	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm-fixed Price contract resulting from this solicitation.

(End of provision)

(LF6008)

L-6	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer, by obtaining written and dated acknowledgment of receipt from Mr. James D. Prather, Army Sustainment Command, 1 Rock Island, Rock Island, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-7	252.211-7001 DFARS	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS	MAY/2006
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Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Army Sustainment Command, ATTN: Mr. James D. Prather, 1 Rock Island, Rock Island, IL 61299-6000

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

L-8	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

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**Name of Offeror or Contractor:**

(End of provision)

(LF7015)

L-9 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

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(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

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(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities (FedBizOpps), and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided and it shall be the sole responsibility of the vendor to periodically check the ASFI at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

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Vendors Electronic Mail Address: \_\_\_\_\_

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(End of provision)

(LS7100)

L-10 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS NOV/2005  
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-11 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004

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Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

Courier (W1

#### Information to be Submitted

Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in this solicitation. The offerors must provide information in sufficient detail to allow the USG to make a Best Value assessment of the offerors Technical Approach, Past Performance, and Price.

#### Submission of Proposals:

a. An offerors proposal shall consist of the following:

1. One executed and completed copy of the solicitation
  2. Volume I - Technical Approach (maximum 50 pgs.\*) (5 copies)
  3. Volume II - Past Performance (4 copies)
  4. Volume III - Price Matrix (2 copies)
- \* Not including the Quality Manual.

Offerors complete proposal shall be forwarded to the following address:

Army Sustainment Command  
ATTN: AMSFS-ACA-L/Mr. James D. Prather  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000

b. Length. Each document shall be as brief as possible, consistent with complete submission and shall not exceed the maximum of pages listed above, if applicable. Pages should not exceed 8-1/2 inches in width by 11 inches in length; foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page. The font used shall not be less than 10 pitch.

c. Deviation from Requested Format. The offeror shall provide an explanation in a clearly relatable format, such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is actually submitted.

d. The offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offeror shall provide a proposal that, at a minimum, addresses those evaluation factors required in Section M. Each proposal shall address the requirements of Section C Description/Specifications/Work Statement.

#### Specific Instructions by Volume

Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the Technical Approach, Past Performance, and Price.

As the intent is to award without discussions, the offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The index of the proposal shall contain the appropriate Volumes/titles/numbers at the beginning of the discussion text. The narrative discussions shall be related to the appropriate number at the beginning of the discussion text. All information specific to each factor will be confined to that part.

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Specific Instructions by Factors/Subfactor

The offerors proposal will be submitted in separate volumes based on the factors/subfactors given as set forth below, and all information specific to each factor will be confined to the volume relative to each factor.

Volume I - Technical Approach

The Technical Approach area of the proposal shall consist of five sub-factors as follows:

1. Quality System Plan
2. Technical Data Management Plan
3. Component Control and Requirements Flow-Down
4. Manufacturing and Planning Capability to Assemble Formed and Machined Components
5. Equipment Capabilities and Processes

The proposal shall describe the processes/procedures needed to perform the contract, and must include a description of facilities, equipment, processes and capacities to satisfy all the requirements. The offeror shall clearly provide evidence that they possess the ability to meet any and all requirements in the TDP and contract. The offeror is responsible for providing sufficient detail in their proposal to permit a complete and accurate evaluation of the proposal from a Technical Approach perspective.

a. Quality System Plan (Subfactor):

The proposal must describe the offerors Quality System Plan including sufficient information to demonstrate how the offeror integrates production and technical aspects (production control, technical data, vendor control and data) to assure a quality product for delivery. The offerors entire quality manual must be submitted (open-source format, e.g. Adobe) for a verification of compliance with ISO registration (or alternate quality program) requirements. The quality system plan should provide a description of the organizational structure, responsibilities, procedures, processes, and resources for implementing quality management. Additionally, the quality system plan shall apply to, and interact with, all activities pertinent to the quality of the M27 Fin, involving all phases from initial identification to final satisfaction of requirements and Government expectations. The scope of the quality system includes assuring the quality of product of the purchaser/supplier relationship.

b. Technical Data Management Plan (Subfactor):

The proposal shall provide information to describe how technical data discrepancies are managed and how corrective actions have been effectively and consistently initiated. The plan should include a strategy for the application of technical data management, collection and storage of technical data, the maintenance of stored technical data, and granting of access to technical data to authorized parties.

c. Component Control and Requirements Flow-Down (Subfactor):

The proposal shall describe and demonstrate, with factual data, how their vendor control plan shows a demonstrated ability to be responsive to all requirements and control the receipt of non-conforming materials and hardware.

d. Manufacturing and Planning Capability to Assemble Formed and Machined Components (Subfactor):

The proposal shall demonstrate the offerors knowledge and ability to plan for manufacturing and assembling formed and machined components.

e. Equipment Capabilities and Processes (Subfactor):

The proposal shall describe (including photographs, if available) the type and capacity of equipment (i.e. anodize coat and hydro test) and processes on-hand or planned to be used in support of this requirement. This display should document the offerors understanding of the equipment capabilities necessary to support this requirement, including specialized equipment, scrap disposal equipment, automated assembly equipment, inspection equipment (for detection of critical defects), and test equipment. A description and maintenance plan of currently available extruded aluminum related item test equipment/acceptance test equipment (AIE) (including photographs, if available).

Volume II - Past Performance

The Past Performance area of the proposal shall consist of two subfactors as follows:

1. On Time Delivery
2. Quality

For the purpose of submitting proposals, a recent contract is one that meets the following time standards: 1) occurring from 3 years prior to the solicitation closing date up until date of award, or 2) awarded more than three years prior to closing date, but for which deliveries occurred or were scheduled to occur within the three year period prior to the closing of this solicitation. The offeror must submit information on all contracts; government, commercial, Foreign Military Sales that meet the criteria of the definition for



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0171      MOD/AMD</p>	<p style="text-align: center;"><b>Page 49 of 57</b></p>
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"Recent". Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform this item. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the USG reserves the right to determine whether an item/service is the same as or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services. The following information shall be submitted for each recent, relevant contract:

- Name of Contracting Activity
- Contract Number
- Contract Type (fixed price, cost reimbursable, etc.)
- Total Contract Value
- Description of work or NSN, Part Number and how it is relevant
- Contracting Officer/Contract Manager, current telephone number and current email address
- Administrative Contracting Officer, current telephone number and current email address
- A brief summary of each contract cited, addressing on time deliveries and quality sub-factors

A past performance customer survey for each contract listed completed by the applicable contracting officer. This survey should be emailed/mailed to the contracting office directly from the person(s) providing the survey. Email address to send surveys to kelly.hansel@us.army.mil. Mailing address is:

Army Sustainment Command  
ATTN: AMSFS-ACA-L / Ms. Kelly Hansel  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000

A survey is attached to this solicitation. All past performance information shall be received by contracting officer not later than 10 days prior to closing of the solicitation.

a. On-Time Delivery (sub-factor):  
Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent contracting, as defined above, concerning all these covered deliveries, even though this supporting information may precede the period defined as recent. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and dollar value of all recent, relevant contracts. Where deliveries were not made in accordance with the original contract delivery schedule the offeror shall explain the cause of the deviation (slippage) as well as present the original and revised schedules.

b. Quality (sub-factor):  
Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve the process and/or solve their quality problems. The offeror will be required to disclose information about previous Requests for Waiver (RFWs), Requests for Deviations (RFDs), First Article Test Failures, Lot Acceptance Failures, Ballistic Lot Acceptance Failures, Quality Deficiency Reports (QDRs), and/or other product quality or related problems.

Sources available to the Government other than the contractors proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

Volume III - Price:

- a. Offerors shall provide their proposed unit prices for the quantities solicited in the Section B Pricing Matrix, Attachment 012 of the solicitation. Proposed unit prices are limited to two decimal places. The proposed unit prices shall be the prices used by the Government to calculate the evaluated total price and for issuance of delivery orders. Offerors must propose unit prices ranging from the Minimum Estimated Quantity through the Maximum Estimated Quantity for each pricing period identified in the Pricing Matrix. Failure to do so may result in the offer being rejected.
- b. All prices for this acquisition shall be stated in current U.S. dollars. This shall also include escalation, as appropriate.
- c. The proposal shall consist of:
  - 1. An electronic copy of the filled-out Pricing Matrix and a paper copy of the filled-out Pricing Matrix. The electronic copy of the filled-out Pricing Matrix should be submitted on a single-write CD ROM to prevent accidental erasure or change of the data therein.
  - 2. A listing of Government production and research property to be used if a use evaluation factor for the property is required by the Evaluation Procedures for Use of Government-Owned Production and Research Property provision (hereafter referred to as the provision) contained in Section M. For the purpose of identifying the kinds and quantities of property and the production period (the variable P as defined in the provision), the offeror shall base the list on the largest maximum estimated quantity identified in the Pricing Matrix. The offeror should ensure that the production period is based on one pricing period, not two or more pricing periods.

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The provision further requires that the listing shall be submitted on AMCCOM Form 71-R or equivalent. The offeror shall also provide this listing in electronic form using Microsoft Excel or a compatible program so that the Government can readily calculate the use evaluation factor based on the information required by the provision. The offeror may calculate the use evaluation factor himself (it may be beneficial to do so to obtain some idea of what impact it may have on price), but the Government reserves the right to make corrections as needed.

3. Any additional information considered necessary to explain the proposed pricing.
4. Instructions for completion of the Pricing Matrix:
  - a. All information to be filled in by the offeror is highlighted on the Pricing Matrix in blue.
  - b. The offeror shall enter its full name in the space provided.
  - c. The offeror shall provide unit pricing for each quantity scenario as set forth in the template. Offerors are required to state binding prices.
  - d. The offeror shall provide unit pricing covering the range established by the pricing template for each year. For each quantity scenario the offeror may propose different unit prices (for example, lower prices for higher quantities and vice versa) for different quantities as long as unit prices are proposed for all quantities in the range. The following instructions are provided to assist in filling out the quantities and unit prices.
    - i. The offeror shall enter the maximum quantity for each range it is offering in the spaces provided for each year. The spreadsheet will automatically calculate the range minimum quantity for ranges 2 and 3 (if offered) based on the maximum range quantities for the preceding range. Proposals offering less than the three ranges, or that fail to address all quantities in the range established by the minimum and maximum quantities specified on the pricing template may be considered unacceptable.
    - ii. The offeror shall enter unit prices for each range offered in the space provided. Offerors are reminded that the unit prices shall not exceed two decimal places. Offerors offering unit prices exceeding two decimal places may be considered unacceptable.
  - e. No other information is to be added to the Pricing Matrix, nor shall offerors make any changes to the Pricing Matrix.
  - f. In the event of a discrepancy in unit prices between the electronic and paper copies of the Pricing Matrix, the prices contained in the electronic copy shall prevail.
5. With respect to pricing, the proposal response is presumed to represent the offerors best effort to respond to the solicitation. Any significant inconsistency between promised performance and price should be explained in the offer. For example, if the use of new and innovative techniques has an impact on unit price, their impact on price should be explained by the offeror. If a management decision has been made to absorb a portion of the program costs that have not been included in the proposed pricing, that decision should be stated and quantified in the proposal. Any insignificant inconsistency, if not explained, raises a fundamental issue of the offerors understanding of the nature and scope of the work required, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

\*\*\* END OF NARRATIVE L 001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	52.247-49	DESTINATION UNKNOWN	APR/1984

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be Crane, IN.

(MF6007)

M-4	52.247-4588	TRANSPORTATION EVALUATION	JAN/1995
	LOCAL		

(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at thee date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.  
NMFC - 162813 / UFC - 73220

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Crane, IN

(d) Evaluation will include the quantities and sources of government furnished material listed below.

N/A

(e) For bidders whose place of performance is outside the continental United States, the transportation evaluation for container shipments will be as follows:

(1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from point of embarkation to point of debarkation.

(2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.

(3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.

(4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.

(5) Containers utilized for evaluation purposes are identified by the Transportation Containerization clause located elsewhere in this solicitation.

(End of provision)

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(MS6020)

M-5                      52.245-4519                      EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND                      AUG/2005  
LOCAL                      RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical, eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

[ ] Offer is predicated on use of Government property in offerors possession.

[ ] Offer is predicated on use of Government property in of offerors proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement:

Number and Date:

Cognizant Government Agency (including address):

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property f or use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage resulting from the rent-free use of Government production and research property, an evaluation factor shall be added to each offer that is predicated on the use of the above detailed Government production and research property. For the purpose of calculating such an evaluation factor, the offeror shall compute the hours of use of such property in accordance with the definition of Rental time set forth in FAR 52.245-9 (a) (DEVIATION). The number of hours identified by the offeror is: hours\*.

\*Attach separate sheet(s) if multiple entries are necessary to capture all property items. Note: The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the number of hours identified above. If the bidder/offeror fails to specify the number of hours in the blank provided, the delivery schedule will be utilized to determine the number of hours (based on 40 hours per week).

(e) The Government shall compute the evaluation factor for the rent-free use of Government-owned production and research property in accordance with the formula contained in FAR 52.245-9 (DEVIATION).

(f) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(g) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in its bid offer if a pro-rata share is applicable for this procurement.

(h) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors:

(1) Evaluation factors applied to prime contractors offers will be the same for both proposed prime contractors and subcontractors use of Government-owned property, including evaluation rates and production period.

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(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

SECTION M Evaluation of Offers

Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials).

Proposals will be rated based on their response to the RFP. Only factors/sub-factors identified in Section L of the RFP will be evaluated.

Each offeror will be evaluated against the solicitation criteria. The Government will make a qualitative assessment by assigning an adjectival rating for Technical Approach and Past Performance. For Technical Approach a rating of Unacceptable, Marginal, Good or Excellent will be assigned. For Past Performance, ratings of Unacceptable/High Performance Risk, Adequate/Moderate Performance Risk, Excellent/Low Performance Risk and Neutral will be assigned. Any areas of the offer requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions. The government reserves the right to award the contract based on initial proposals without conducting discussions.

Technical Approach is moderately more important than Past Performance, which are each significantly more important than Price. All non-price factors when combined are significantly more important than Price.

Offerors will be evaluated as follows:

Volume I - Technical Approach (Factor):

(a) Quality System Plan (Subfactor): The offerors proposal will be evaluated upon their demonstration of a plan to establish and maintain a documented quality system as a means of ensuring that product conforms to specified requirements. This shall include (1) the preparation of documented quality system procedures and instructions in accordance with the requirements of the solicitation; and (2) the effective implementation of the documented quality system procedures and instructions.

At a minimum, the quality system plan should refer to policies and procedures related to (1) specifications (including raw materials, process, product, package and label, and sales); (2) safety system; (3) purchaser service practices (including order entry system, product delivery system, and billing practices); and, (4) purchaser relation practices (including policy for sharing information, system of analyzing and resolving complaints, and system of determining purchasers needs).

The proposal needs to demonstrate that the offerors (prime and subcontractor) quality assurance general plan meets requirements of ISO 9001/9002 or an equivalent quality program acceptable to the Government. The offerors quality presentation for this effort will be evaluated on considerations including, but not limited to, the robustness of the system in determining acceptability of the product, controlling the processes to reduce variation and to eliminate/prevent nonconformities.

(b) Technical Data Management Plan (Subfactor): The proposal shall be evaluated upon the offerors demonstration of ability to establish and maintain a plan, to include activities, requirements, guidelines, and documentation, for management of the technical data generated and used in the technical effort.

The technical data management plan will be evaluated based on the demonstration of the offerors ability to: (1) provide the basis for identifying and controlling data requirements; (2) responsively and economically acquire, access, and distribute data needed to develop, manage, operate, and support system products over their product-line life; (3) manage and disposition data as records; (4) analyze data use; (5) if any of the technical effort is performed by an external contractor, to obtain technical data feedback for managing the contracted technical effort; and, (6) assess the collection of appropriate technical data and information.

(c) Component Control and Requirements Flow-Down (Subfactor): The offerors proposal will be evaluated on how well their vendor control plan demonstrates an ability to be responsive to all requirements and control the receipt of non-conforming materials and hardware.

(d) Manufacturing and Planning Capability to Assemble Formed and Machined Components (Subfactor): The offerors proposal

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will be evaluated on the offerors demonstrated knowledge and ability for manufacturing and assembling formed and machined components.

(e) Equipment Capabilities and Processes (Subfactor): The offerors proposal will be evaluated based on the type and capacity of equipment and processes on-hand or planned to be used in support of this requirement. It will also be evaluated upon the offerors understanding of the equipment capabilities and processes (i.e. anodize coat and hydro test) necessary to support this requirement. The proposal should provide a description of currently available extruded aluminum related item test equipment, information describing environmental control capabilities, as well as provide a maintenance plan for all equipment.

Quality System Plan is slightly more important than Technical Data Management Plan, Component Control and Requirements Flow-Down, Manufacturing and Planning Capability to Assemble Formed and Machined Components, and Equipment Capabilities and Processes. The latter four are of equal importance.

Volume II - Past Performance (Factor):

The Government shall utilize the following sub-factors to evaluate the offerors, subcontractors or partners (if applicable) past performance.

(a) On-Time Delivery (Subfactor): The offeror will be evaluated as to their ability, as well as any subcontractor or partners ability to meet the required delivery schedule based on recent, relevant performance against past and current contracts. Reasons for past schedule slippages will also be evaluated.

(b) Quality (Subfactor): The offeror and subcontractor will be evaluated on its probability of quality success on this contract based on its recent, relevant past quality performance, with consideration of the following:

- Proof/objective evidence that the offerors or subcontractors quality program identifies adverse trends/deficiencies, has adequate corrective actions to correct adverse trends/deficiencies.
- The number and nature of RFWs and RFDs, and whether they were caused by the contractors, subcontractors or partners lack of process control.
- The number and nature of QDRs that were caused by the contractor, subcontractor or partner.
- The offerors quality program response to QDRs, FAT failures, lot acceptance failures, ballistic LAT failures, and other product quality problems. The offerors root cause analysis of deficiencies, corrective action(s) to prevent nonconformance and corrective action(s) to repair/rework those stocks affected by the deficiency/nonconformance.
- Whether the offeror, any subcontractor or partner had any other quality problems as identified in the PPIMS database.

Quality is significantly more important than On-Time Delivery.

Volume III - Price (Factor):

Price Analysis: Price analysis shall be used to determine (A) price reasonableness; and (B) whether the proposal reflects an understanding of the effort required. Additional analysis techniques may be used as determined necessary by the procuring contracting officer. These methods of evaluation may include the use of information/input from sources such as (but not limited to) other Government agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404.1 (g), i.e., Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

The total evaluated price will be derived from the Pricing Matrix. The total evaluated price is identified as Total Evaluated Price for All Years as shown at the bottom of the Pricing Matrix (this is highlighted in yellow). This price represents an average value that takes into consideration the unit prices offered for various quantities for all of the pricing periods. This price is based upon calculations performed on the five pricing periods using the offered prices applicable to various selected quantities called evaluation points. The following is provided to assist offerors in understanding how the Total Evaluated Price for All Years is calculated:

- a. The Pricing Matrix contains a table for the basic + option+ four pricing periods labeled Calculation of Total Evaluated Price that will be used to calculate the total evaluated price.
- b. The table contains a series of evaluation points highlighted in pink for each pricing period. For each evaluation point, Microsoft Excel will determine the applicable unit price using Excels Vertical Lookup (VLOOKUP) function, and then multiply the unit price by the evaluation point quantity to develop the total price for that evaluation point. In the event the offeror has entered unit prices to more than two decimal places in the Range Quantities and Unit Prices section, the program will automatically limit the unit prices to two decimal places.
- c. The program then determines the average of the individual quantities and total prices associated with each evaluation point quantity. These values are shown on the line labeled Average. These averages are based on the assumption

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that there is an equal probability of an award at any of the evaluation points.

d. The average quantity and total dollars for the five years are then transferred to the Pricing tab of the template to the Yearly Evaluated Price (All Ranges) section. The program then determines the applicable unit price by dividing the total price by the quantity.

e. The program then determines the Total Evaluated price by summing the Total Price for the five year, plus the total price for GFE. The total evaluated price will be the value used for the purpose of selecting the apparently successful offeror from a pricing standpoint.

The Firm Fixed Price CLINS (Base year and option periods), shall be evaluated by adding the net prices for the Firm Fixed Price CLINS for all performance periods will be reviewed to assess affordability, realism and reasonableness. Price factors that appear unreasonable, unrealistic and/or unsupported will be evaluated as the lowest overall price to the Government after consideration of all items, with first article.

Consideration of price in terms of best value and affordability may be controlling circumstances where two or more proposal are otherwise adjudged equal or when a technically superior proposal is at a higher price or one that the Government cannot afford.

As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404.1 (g), i.e., Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

Rating Criteria

Definitions:

Deficiency - A material failure of a proposal to meet the USG requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level without immediate corrective action.

Strength - A specific aspect or attribute of an offerors proposal, which exceeds the minimum requirements of the RFP and/or enhances the probability of program success. A significant strength in the proposal appreciably enhances the probability of success.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk to the level that the proposal may be determined technically unacceptable.

Ratings will be assigned as follows:

Technical Approach, including the sub-factors of (a) Quality System Plan, (b) Technical Data Management Plan, (c) Component Control and Requirements Flow-Down, (d) Manufacturing and Planning Capability to Assemble Formed and Machined Parts, and (e) Equipment Capabilities and Processes will be rated for as Excellent, Good, Marginal or Unacceptable

Excellent: The offeror has much of the required manufacturing, production, assembly, and inspection equipment available to produce the M27 Fin or an item(s) of comparable functional complexity in accordance with the Technical Data Package. This should include an above average knowledge of specialized equipment, scrap disposal equipment, automated assembly equipment, inspection equipment (for detection of critical defects), and test equipment. The offeror must also demonstrate a clear understanding and be in possession of a uniform management philosophy including required management plans (Quality Assurance, Technical Data Control, Production Control and Vendor Control) capable of leaving little doubt that the required effort can be successfully performed. The offeror demonstrates an accurate understanding of key product/process characteristics and proven quality control techniques. The offeror illustrates a full understanding of the requirements for controlling/monitoring critical defects, the importance of maintaining the necessary Acceptance Inspection Equipment (AIE) capabilities for successful performance.

Good: The offeror has some of the required manufacturing, production, and assembly equipment capable of producing extruded aluminum related items. This should include a basic knowledge of specialized equipment, scrap disposal equipment, automated assembly equipment, inspection equipment (for detection of critical defects), and test equipment. The offeror demonstrates a basic understanding of the importance of a uniform management philosophy and management plans (Quality Assurance, Technical Data Control, Production Control and Vendor Control) leaving some doubt that the required effort can be performed. The offeror demonstrates an understanding of key product/process characteristics and quality control techniques. The offeror illustrates a fundamental understanding of the requirements for controlling/monitoring critical defects, the importance of maintaining the necessary Acceptance Inspection Equipment (AIE) capabilities for performance.

Marginal: The offeror has little of the required manufacturing, production, and assembly equipment capable of producing extruded aluminum related items. There is marginal knowledge of specialized equipment, scrap disposal equipment, automated assembly equipment,

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inspection equipment (for the detection of critical defects), and test equipment. The offerors approach, although minimally adequate, does not provide a comprehensive understanding of the importance of a uniform management philosophy and management plans (Quality Assurance, Technical Data Control, Production Control and Vendor Control) leaving much doubt that the required effort can be performed. The offeror has a marginal understanding of key product/process characteristics and quality control techniques and their essential value for performance. The offeror illustrates a marginal understanding of the requirements for controlling/monitoring critical defects, the importance of maintaining the necessary Acceptance Inspection Equipment (AIE) capabilities for performance.

**Unacceptable:** The offeror has very little of the required manufacturing, production, and assembly equipment for producing extruded aluminum related items. There is minimal knowledge of electronic equipment, laboratory facilities, scrap disposal equipment, automated assembly equipment, inspection equipment (for the detection of critical defects), and test equipment. The offeror fails to identify the importance of incorporating a uniform management philosophy and management plans (Quality Assurance, Technical Data Control, Production Control and Vendor Control) and leaves extreme doubt that the required effort can be performed. The offeror has a limited understanding of key product/process characteristics and quality control techniques and their essential value for performance. The offeror lacks the ability to recognize certain requirements for controlling/monitoring critical defects, the importance of maintaining Acceptance Inspection Equipment (AIE) capabilities for performance.

The USG reserves the right to perform on-site surveys of any or all offerors for verification purposes.

Past Performance (including the sub-factors of On-Time Delivery and Quality) will each be rated as Unacceptable/High Performance Risk, Adequate/Moderate Performance Risk, Excellent/Low Performance Risk or Neutral based on the following.

Offerors are advised that while an offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, that Neutral rating can be considered during a trade-off analysis with other offerors who have a performance rating other than Neutral.

(a) On-Time Delivery

**Unacceptable/High Performance Risk:** Based on past performance there is substantial doubt that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault, has a history of many untimely deliveries.

**Adequate/Moderate Performance Risk:** Based on past performance, some doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has some history of untimely deliveries. However, its deliveries are usually on time.

**Excellent/Low Performance Risk:** Based on past performance, essentially very little doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little or no history of not meeting required delivery schedule due to its own fault.

**Neutral:** In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

(b) Quality

**Unacceptable/High Performance Risk:** There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. The offeror has recent, relevant past performance with a history of experiencing many quality-related problems such as QDRs, RFWs, and FAT failures/LAT failures, ballistic LAT failures that are the fault of the offeror. There is substantial doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

**Adequate/Moderate Performance Risk:** Some doubt exists that the offeror will successfully perform the required effort. The offeror has recent, relevant past performance and has a history of experiencing few quality problems relating to QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures that were the fault of the offeror. There is some doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

**Excellent/Low Performance Risk:** Very little doubt exists that the offeror will successfully perform the required effort. The offeror has had recent, relevant past performance and any history of quality related problems such as QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures will not affect performance risk. There is very little doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

**Neutral:** In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance



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